

? logon

*** It is now 2010/03/14 16:37:03 ***
(Dialog time 2010/03/14 15:37:03)

705TEXT1 is set ON as an alias for 15, 16, 160, 148, 621, 275, 634, 47
705TEXT2 is set ON as an alias for 9, 623, 810, 624, 813, 20, 636
705BIBLIT is set ON as an alias for 77, 35, 583, 2, 65, 233, 99
705NEWSBIB is set ON as an alias for 473, 474, 475
SOFTLIT is set ON as an alias for 256, 278
705ADLIT is set ON as an alias for 635, 570, PAPERSMJ, PAPERSEU
HIGHLIGHT set on as ' ' ' '
DETAIL set off
KWIC is set to 50.

? b

**610,613,634,810,813,20,583,474,475,35,65,99,256,9,15,16,148,160,275,621,636,624,2,4
76, 635, 570, PAPERSMJ, PAPERSEU, 47**

>>> 476 does not exist
>>>1 of the specified files is not available
14mar10 14:37:28 User264751 Session D729.1
\$0.00 0.247 DialUnits File415
\$0.00 Estimated cost File415
\$0.11 INTERNET
\$0.11 Estimated cost this search
\$0.13 Estimated total session cost 0.247 DialUnits

SYSTEM:OS - DIALOG OneSearch

File 610:Business Wire 1999-2010/Mar 14
(c) 2010 Business Wire.
*File 610: contains data from 3/99 forward.
For archive data (1986-2/99) see File 810.
File 613:PR Newswire 1999-2010/Mar 14
(c) 2010 PR Newswire Association Inc
*File 613: File 613 now contains data from 5/99 forward.
Archive data (1987-4/99) is available in File 813.
File 634:San Jose Mercury Jun 1985-2010/Mar 11
(c) 2010 San Jose Mercury News
File 810:Business Wire 1986-1999/Feb 28
(c) 1999 Business Wire
*File 810: contains data from 1986-1999.
See File 610 for current data.
File 813:PR Newswire 1987-1999/Apr 30
(c) 1999 PR Newswire Association Inc
*File 813: contains data from 1987-1999.
For current data see File 613.
File 20:Dialog Global Reporter 1997-2010/Mar 14
(c) 2010 Dialog
File 583:Gale Group Globalbase(TM) 1986-2002/Dec 13
(c) 2002 Gale/Cengage
*File 583: This file is no longer updating as of 12-13-2002.
File 474:New York Times Abs 1969-2010/Mar 13
(c) 2010 The New York Times
File 475:Wall Street Journal Abs 1973-2010/Mar 13
(c) 2010 The New York Times

File 35:Dissertation Abs Online 1861-2010/Feb
(c) 2010 ProQuest Info&Learning

File 65:Inside Conferences 1993-2010/Mar 12
(c) 2010 BLDSC all rts. reserv.

File 99:Wilson Appl. Sci & Tech Abs 1983-2010/Jan
(c) 2010 The HW Wilson Co.

File 256:TecTrends 1982-2010/Mar W1
(c) 2010 Info.Sources Inc. All rights res.

*File 256: Please see HELP NEWS 256 for the latest information about TecTrends.

File 9:Business & Industry(R) Jul/1994-2010/Mar 13
(c) 2010 Gale/Cengage

File 15:ABI/Inform(R) 1971-2010/Mar 13
(c) 2010 ProQuest Info&Learning

File 16:Gale Group PROMT(R) 1990-2010/Mar 12
(c) 2010 Gale/Cengage

File 148:Gale Group Trade & Industry DB 1976-2010/Mar 12
(c) 2010 Gale/Cengage

*File 148: CURRENT feature not working. See HELP NEWS148.

File 160:Gale Group PROMT(R) 1972-1989
(c) 1999 The Gale Group

File 275:Gale Group Computer DB(TM) 1983-2010/Feb 03
(c) 2010 Gale/Cengage

File 621:Gale Group New Prod.Annou.(R) 1985-2010/Jan 25
(c) 2010 Gale/Cengage

File 636:Gale Group Newsletter DB(TM) 1987-2010/Feb 09
(c) 2010 Gale/Cengage

File 624:McGraw-Hill Publications 1985-2010/Mar 12
(c) 2010 McGraw-Hill Co. Inc

File 2:INSPEC 1898-2010/Mar W1
(c) 2010 The IET

*File 2: IPC codes have been added to the file. See HELP NEWS 2 for details.

File 635:Business Dateline(R) 1985-2010/Mar 13
(c) 2010 ProQuest Info&Learning

File 570:Gale Group MARS(R) 1984-2010/Feb 03
(c) 2010 Gale/Cengage

File 387:The Denver Post 1994-2010/Mar 12
(c) 2010 Denver Post

File 471:New York Times Fulltext 1980-2010/Mar 14
(c) 2010 The New York Times

File 492:Arizona Repub/Phoenix Gaz 19862002/Jan 06
(c) 2002 Phoenix Newspapers

*File 492: no longer updates.

File 494:St LouisPost-Dispatch 1988-2010/Mar 12
(c) 2010 St Louis Post-Dispatch

File 631:Boston Globe 1980-2009/Dec 30
(c) 2010 Boston Globe

*File 631: No longer updates, last PD=20091231. Please see NewsRoom for current Boston Globe records

File 633:Phil.Inquirer 1983-2010/Mar 14
(c) 2010 Philadelphia Newspapers Inc

File 638:Newsday/New York Newsday 1987-2010/Mar 14
(c) 2010 Newsday Inc.

File 640:San Francisco Chronicle 1988-2010/Mar 14
(c) 2010 Chronicle Publ. Co.

File 641:Rocky Mountain News Jun 1989-2009/Jan 16

(c) 2009 Scripps Howard News
 *File 641: no longer updates.
 The Rocky Mountain News is no longer published.
 File 702: Miami Herald 1983-2010/Mar 14
 (c) 2010 The Miami Herald Publishing Co.
 File 703: USA Today 1989-2010/Mar 12
 (c) 2010 USA Today
 File 704: (Portland) The Oregonian 1989-2010/Mar 13
 (c) 2010 The Oregonian
 File 713: Atlanta J/Const. 1989-2010/Mar 13
 (c) 2010 Atlanta Newspapers
 File 714: (Baltimore) The Sun 1990-2010/Mar 13
 (c) 2010 Baltimore Sun
 File 715: Christian Sci.Mon. 1989-2009/Dec 07
 (c) 2009 Christian Science Monitor
 *File 715: No longer updates.
 See instead NewsRoom.
 File 725: (Cleveland) Plain Dealer Aug 1991-2010/Mar 13
 (c) 2010 The Plain Dealer
 File 735: St. Petersburg Times 1989-2010/Mar 12
 (c) 2010 St. Petersburg Times
 File 477: Irish Times 1999-2010/Mar 13
 (c) 2010 Irish Times
 File 710: Times/Sun.Times (London) Jun 1988-2010/Mar 14
 (c) 2010 Times Newspapers
 File 711: Independent (London) Sep 1988-2006/Dec 12
 (c) 2006 Newspaper Publ. PLC
 *File 711: no longer updates. See NewsRoom for
 daily coverage from many European sources.
 File 756: Daily/Sunday Telegraph 2000-2010/Mar 14
 (c) 2010 Telegraph Group
 File 757: Mirror Publications/Independent Newspapers 2000-2010/Mar 14
 (c) 2010
 File 47: Gale Group Magazine DB(TM) 1959-2010/Feb 19
 (c) 2010 Gale/Cengage

Set	Items	Description
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**? S AU=(edwards, j OR edwards j? OR (jon or jonathan or john)(2N)edwards) OR
 BY=((jon or jonathan or john)(2N)edwards)**

```
>>>One or more prefixes are unsupported
>>> or undefined in one or more files.
>>>Input error: Numeric characters expected
>>>Input error: Numeric characters expected
>>>Input error: Numeric characters expected
>>>Input error: Numeric characters expected
    6 AU=EDWARDS, J
    1 AU=EDWARDS J?
126722 AU=JON
146835 AU=JONATHAN
898188 AU=JOHN
37327 AU=EDWARDS
3957 ((AU=JON OR AU=JONATHAN) OR AU=JOHN) (2N)AU=EDWARDS
 93 BY=JON
```

```

194 BY=JONATHAN
5267 BY=JOHN
102 BY=EDWARDS
16 ( (BY=JON OR BY=JONATHAN) OR BY=JOHN) (2N)BY=EDWARDS
S1 3980 AU=(EDWARDS, J OR EDWARDS J? OR (JON OR JONATHAN OR
JOHN) (2N)EDWARDS) OR BY=((JON OR JONATHAN OR
JOHN) (2N)EDWARDS)

```

? s s1 and (catalog or catalogs or catalogue or catalogues)

```

3980 S1
1037993 CATALOG
346307 CATALOGS
383449 CATALOGUE
101630 CATALOGUES
S2 22 S1 AND (CATALOG OR CATALOGS OR CATALOGUE OR
CATALOGUES)

```

? s s2 and (term or terms or condition or conditions)

```

22 S2
13853661 TERM
11459246 TERMS
4137917 CONDITION
10832834 CONDITIONS
S3 6 S2 AND (TERM OR TERMS OR CONDITION OR CONDITIONS)

```

? s s2 and (term or terms or condition or conditions or intrinsic or extrinsic or contract or contracts or contractual or contractually)

Processing

```

22 S2
13853661 TERM
11459246 TERMS
4137917 CONDITION
10832834 CONDITIONS
264200 INTRINSIC
28099 EXTRINSIC
8796408 CONTRACT
9782492 CONTRACTS
461336 CONTRACTUAL
55420 CONTRACTUALLY
S4 7 S2 AND (TERM OR TERMS OR CONDITION OR CONDITIONS OR
INTRINSIC OR EXTRINSIC OR CONTRACT OR CONTRACTS OR
CONTRACTUAL OR CONTRACTUALLY)

```

? rd

```

S5 7 RD (unique items)

```

? t s5/6,k/all

5/6,K/1 (Item 1 from file: 20)

DIALOG(R)File 20: Dialog Global Reporter

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73190149 (USE FORMAT 7 OR 9 FOR FULLTEXT)
Rafa takes GBP20m punt on Aquilani to replace Alonso

FOOTBALL EXTRA

August 06, 2009
Word Count: 292
(USE FORMAT 7 OR 9 FOR FULLTEXT)

JOHN EDWARDS

-
ALBERTO Aquilani will arrive in Liverpool today with a **catalogue** of medical woes but a playing reputation more in keeping with Steven Gerrard than Xabi Alonso.
Crowd-favourite Alonso's belated GBP30million move to Real... ..000 a week, in May -- following interest from Arsenal a few months earlier -- but he has been enticed away by a GBP20m fee and fiveyear **contract** that will increase his weekly earnings to GBP85,000.
Liverpool boss Rafa Benitez said: 'Alberto has a winning mentality and great experience in Serie A...
...levels, before establishing himself in the senior national side.'
Alonso was officially unveiled as Madrid's latest Galactico last night after penning a five-year **contract** to join Cristiano Ronaldo and Kaka at the Bernabeu. The move takes Real's staggering summer of spending close to the GBP225m mark.
JOHN EDWARDS

5/6,K/2 (Item 2 from file: 20)
DIALOG(R)File 20: Dialog Global Reporter
(c) 2010 Dialog. All rights reserved.

53854947 (USE FORMAT 7 OR 9 FOR FULLTEXT)
Mourinho giveaway

Barbs by the boss highlight Chelsea problems

January 22, 2007
Word Count: 780
(USE FORMAT 7 OR 9 FOR FULLTEXT)

JOHN EDWARDS

...for a consoling handshake or pat on the back.

Word will presumably find its way back to Abramovich, but even if it adds to the **catalogue** of Mourinho's problems, opposite number Rafa Benitez is convinced he can overcome them.

A warm embrace between the bitter rivals was rare enough, but...
...remarks that merely reinforced the perception that Mourinho will be on his way at the end of the season.

Having demanded boardroom respect as a **condition** for staying, there was an ominous tone to his account of this month's fruitless transfer activity as he said: ' We have been after a...

5/6,K/3 (Item 3 from file: 20)

DIALOG(R)File 20: Dialog Global Reporter

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37225446 (USE FORMAT 7 OR 9 FOR FULLTEXT)

Benitez takes

Stars learn that new boss is no pushover

August 12, 2004

Word Count: 803

(USE FORMAT 7 OR 9 FOR FULLTEXT)

JOHN EDWARDS

...evading questions about Michael Owen's future, speaking in concerned tones that suggested a sensitive nature.

The reality could hardly be more different, as a **catalogue** of senior players headed by Owen, Danny Murphy and El Hadji Diouf will testify after being introduced to the ruthless streak that lurks behind Benitez...

...long enough to encourage misgivings over the England striker's desire to remain on Merseyside.

The first sign that a player is trying to dictate **terms** can lead to only one eventuality with a coach whose philosophy embraces the team ethic and frowns on self-interest.

It was barely three seasons ago that Benitez's predecessor, Gerard Houllier, decreed that Liverpool players would no longer be allowed to let their **contracts** run down to less than two years to avoid any repeats of the fiasco that ended with Steve McManaman leaving for Real Madrid on a free transfer.

Owen's **contract** has only 10 months to run and Benitez is dismayed that the player has been allowed to hold out this long. He is

also perturbed...

5/6,K/4 (Item 4 from file: 20)
DIALOG(R)File 20: Dialog Global Reporter
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14303981 (USE FORMAT 7 OR 9 FOR FULLTEXT)
Soccer: Fergie Fiasco My Fault, Says Smith

December 09, 2000
Word Count: 551
(USE FORMAT 7 OR 9 FOR FULLTEXT)

JOHN EDWARDS

-
...his hands up over the Pounds 3.5million transfer that has backfired spectacularly.
After delivering another gloomy forecast on the former Newcastle target man's **catalogue** of setbacks, Smith made no attempt to apportion blame elsewhere.
...him would give me three strikers, two of them fit at any given time.
'As it turns out, with Duncan and Francis Jeffers suffering long-term injuries, I'm left with only Kevin Campbell, and even he was missing for the first couple of months of the season.
'At least Duncan...

5/6,K/5 (Item 5 from file: 20)
DIALOG(R)File 20: Dialog Global Reporter
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14207031 (USE FORMAT 7 OR 9 FOR FULLTEXT)
Soccer: Houllier: Heskey Needs My Protection

December 12, 2000
Word Count: 899
(USE FORMAT 7 OR 9 FOR FULLTEXT)

JOHN EDWARDS

...revealed that an unpopular selection policy had been based on a fear that Heskey might face the same chronic fatigue that has contributed to a **catalogue** of injury setbacks for Michael Owen and Robbie Fowler over the past two years.
In a clear reference to his predecessor Evans' use of the...

...Houllier may have believed it was for the 22-year-old's own good, it was clearly not for Liverpool's.

Not in the short **term**, anyway, as Owen and Fowler both looked rusty after injury layoffs and squandered a series of clear-cut chances which opened the way for Ipswich...

5/6,K/6 (Item 1 from file: 624)

DIALOG(R)File 624: McGraw-Hill Publications

(c) 2010 McGraw-Hill Co. Inc. All rights reserved.



0002154428 I6A0E87A0F9EF11DD905CCFFB2C2B01DE

Solid Growth for ELVs; Launch Providers Upbeat on Prospects for 2009

Monday, January 26, 2009

WORD COUNT: 1,518

John S. Edwards/Forecast

International/www.forecastinternational.com

TEXT:

... market and how it will impact launch vehicles is therefore critical. As for the future, customers on the commercial and military side have an impressive **catalogue** of spacecraft requiring launch services over the next 10 years.

A near-**term** trend of heavier GEO satellites bodes well for GEO launch providers. Some growth in launch demand for LEO communications satellites is expected, as existing LEO constellations such as Globalstar and Orbcomm are either replenished or replaced with next-generation systems. In the near **term**, science satellites will continue to account for about half of the demand for non-GEO launch services.

In the U.S., the military satellite market...

... the level of military satellite production in Europe will remain in sharp contrast to that of the U.S., there will still be plenty of **contracts** for the Ariane 5 and the upcoming Vega. ELV providers in Europe and Russia also are ramping up production for a rebound in the commercial...

... a single-manifested mission due to schedule, manifesting or customer choice, meaning that six dual-manifested missions can be expected each year in the near **term**.

The Ariane 5 ECA is a proven vehicle, and its capability of launching two satellites allows Arianespace to move away from lofting one satellite at...

... in material and labor costs associated with Sea Launch's Ukrainian and Russian launch contractors could cause flight delays. Although Sea Launch reportedly renegotiated new **contracts** with RSC Energia, NPO Energomash and NPO Yuzhnoye to resolve these issues, Sea and Land Launch operations were both affected to some degree last year...

... target the extended ELV class in the U.S.; again, if the price projections are accurate, the Falcon 9 should win handily. In the long **term**, SpaceX hopes to conduct about six Falcon missions annually, starting early in the next decade. Forecast International agrees with this assessment. U.S. government orders...

... and the first wideband global communications satellite. ULA will continue to lean on strong government demand and launch 4-6 spacecraft annually in the near **term**.

5/6,K/7 (Item 1 from file: 492)
DIALOG(R)File 492: Arizona Repub/Phoenix Gaz
(c) 2002 Phoenix Newspapers. All rights reserved.

05244359

DEPARTMENT STORE CHAIN OUTLET IN TUCSON THE SHOP OF FUTURE

FRIDAY September 1, 1989

Word Count: 947

By: JOHN EDWARDS, ABG STAFF WRITER

-

...to open similar stores in three Los Angeles locations and in Salinas, Calif., Chicago and Ocala, Fla., he said.

"We're being very aggressive in **terms** of looking for locations," he said. "We're negotiating on a number of locations in California and are looking hard in Arizona as well...
...of the Arizona Retailers Association.

Ward discontinued selling hardware, tailored men's clothes and some other lines. In 1985, the company closed its money-losing **catalog** business - which dated from 1872 when it opened as the "world's first" mail-order **catalog** retailer.

The company also shut down its Jefferson Ward chain of 44 discount stores, selling some locations. The chain, which had been acquired from a Miami-based company in 1973 and expanded, was "discontinued as incompatible with Montgomery Ward's long-term strategy."

While other retailers have similarly been cutting their losers and boosting their winning lines, Ward has taken its shift to specialty retailing a step...

...of the new concept stores still depends on customer acceptance and perception of Ward's stores.

"In some markets, Montgomery Ward is perceived as a **catalog** marketer," he said. "The concept appears to be working in some markets very well" and "reasonably well" in others.

Darr said that his chain deserves...

? b 347,348,349

```
14mar10 14:43:33 User264751 Session D729.2
$0.06      0.055 DialUnits File610
$0.06 Estimated cost File610
$0.03      0.026 DialUnits File613
$0.03 Estimated cost File613
$0.02      0.020 DialUnits File634
$0.02 Estimated cost File634
$0.04      0.035 DialUnits File810
$0.04 Estimated cost File810
$0.01      0.012 DialUnits File813
$0.01 Estimated cost File813
$1.30      0.993 DialUnits File20
$0.00      5 Type(s) in Format 95 (KWIC)
$0.00      5 Types
$1.30 Estimated cost File20
$0.00      0.020 DialUnits File583
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\$0.00	Estimated cost	File583	
\$0.10	0.026	DialUnits	File474
\$0.10	Estimated cost	File474	
\$0.10	0.026	DialUnits	File475
\$0.10	Estimated cost	File475	
\$0.17	0.038	DialUnits	File35
\$0.17	Estimated cost	File35	
\$0.13	0.029	DialUnits	File65
\$0.13	Estimated cost	File65	
\$0.15	0.029	DialUnits	File99
\$0.15	Estimated cost	File99	
\$0.10	0.017	DialUnits	File256
\$0.10	Estimated cost	File256	
\$0.12	0.020	DialUnits	File9
\$0.12	Estimated cost	File9	
\$0.24	0.041	DialUnits	File15
\$0.24	Estimated cost	File15	
\$0.19	0.032	DialUnits	File16
\$0.19	Estimated cost	File16	
\$0.15	0.026	DialUnits	File148
\$0.15	Estimated cost	File148	
\$0.00	0.023	DialUnits	File160
\$0.00	Estimated cost	File160	
\$0.00	0.020	DialUnits	File275
\$0.00	Estimated cost	File275	
\$0.12	0.020	DialUnits	File621
\$0.12	Estimated cost	File621	
\$0.19	0.032	DialUnits	File636
\$0.19	Estimated cost	File636	
\$0.57	0.093	DialUnits	File624
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\$0.00	1	Types	
\$0.57	Estimated cost	File624	
\$0.47	0.038	DialUnits	File2
\$0.47	Estimated cost	File2	
\$0.14	0.023	DialUnits	File635
\$0.14	Estimated cost	File635	
\$0.00	0.026	DialUnits	File570
\$0.00	Estimated cost	File570	
\$0.04	0.035	DialUnits	File387
\$0.04	Estimated cost	File387	
\$0.05	0.044	DialUnits	File471
\$0.05	Estimated cost	File471	
\$0.14	0.125	DialUnits	File492
\$0.00	1	Type(s) in Format 95	(KWIC)
\$0.00	1	Types	
\$0.14	Estimated cost	File492	
\$0.03	0.029	DialUnits	File494
\$0.03	Estimated cost	File494	
\$0.04	0.038	DialUnits	File631
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\$0.03	Estimated cost	File633	
\$0.05	0.044	DialUnits	File638
\$0.05	Estimated cost	File638	
\$0.04	0.038	DialUnits	File640
\$0.04	Estimated cost	File640	

	\$0.05	0.044	DialUnits	File641
\$0.05	Estimated cost File641			
	\$0.04	0.035	DialUnits	File702
\$0.04	Estimated cost File702			
	\$0.05	0.044	DialUnits	File703
\$0.05	Estimated cost File703			
	\$0.03	0.032	DialUnits	File704
\$0.03	Estimated cost File704			
	\$0.04	0.035	DialUnits	File713
\$0.04	Estimated cost File713			
	\$0.03	0.032	DialUnits	File714
\$0.03	Estimated cost File714			
	\$0.03	0.032	DialUnits	File715
\$0.03	Estimated cost File715			
	\$0.03	0.023	DialUnits	File725
\$0.03	Estimated cost File725			
	\$0.03	0.029	DialUnits	File735
\$0.03	Estimated cost File735			
	\$0.04	0.038	DialUnits	File477
\$0.04	Estimated cost File477			
	\$0.04	0.038	DialUnits	File710
\$0.04	Estimated cost File710			
	\$0.04	0.041	DialUnits	File711
\$0.04	Estimated cost File711			
	\$0.04	0.035	DialUnits	File756
\$0.04	Estimated cost File756			
	\$0.11	0.105	DialUnits	File757
\$0.11	Estimated cost File757			
	\$0.00	0.029	DialUnits	File47
\$0.00	Estimated cost File47			
	OneSearch, 48 files, 2.696 DialUnits FileOS			
\$1.87	INTERNET			
\$7.29	Estimated cost this search			
\$7.42	Estimated total session cost 2.942 DialUnits			

SYSTEM:OS - DIALOG OneSearch
 File 347:JAPIO Dec 1976-2009/Nov(Updated 100228)
 (c) 2010 JPO & JAPIO
 File 348:EUROPEAN PATENTS 1978-201010
 (c) 2010 European Patent Office
 File 349:PCT FULLTEXT 1979-2010/UB=20100304|UT=20100225
 (c) 2010 WIPO/Thomson

Set	Items	Description
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? S AU=(edwards,j OR edwards j? OR (jon or jonathan or john)(2N)edwards) OR
 BY=((jon or jonathan or john)(2N)edwards)

```
>>>One or more prefixes are unsupported
>>> or undefined in one or more files.
      0 AU=EDWARDS, J
      772 AU=EDWARDS J?
      9289 AU=JON
      19161 AU=JONATHAN
      215300 AU=JOHN
```

```

5075 AU=EDWARDS
432 ((AU=JON OR AU=JONATHAN) OR AU=JOHN) (2N)AU=EDWARDS
0 BY=JON
0 BY=JONATHAN
0 BY=JOHN
0 BY=EDWARDS
0 ((BY=JON OR BY=JONATHAN) OR BY=JOHN) (2N)BY=EDWARDS
S1 1008 AU=(EDWARDS, J OR EDWARDS J? OR (JON OR JONATHAN OR
JOHN) (2N)EDWARDS) OR BY=((JON OR JONATHAN OR
JOHN) (2N)EDWARDS)

```

? s s1 and (catalog or catalogs or catalogue or catalogues)

```

1008 S1
32067 CATALOG
4545 CATALOGS
13073 CATALOGUE
3285 CATALOGUES
S2 11 S1 AND (CATALOG OR CATALOGS OR CATALOGUE OR
CATALOGUES)

```

? s s2 and (term or terms or condition or conditions or intrinsic or extrinsic or contract or contracts or contractual or contractually)

```

11 S2
744666 TERM
727950 TERMS
1079274 CONDITION
1247986 CONDITIONS
98636 INTRINSIC
11381 EXTRINSIC
68270 CONTRACT
29304 CONTRACTS
3583 CONTRACTUAL
621 CONTRACTUALLY
S3 11 S2 AND (TERM OR TERMS OR CONDITION OR CONDITIONS OR
INTRINSIC OR EXTRINSIC OR CONTRACT OR CONTRACTS OR
CONTRACTUAL OR CONTRACTUALLY)

```

? s pd<20000119

Processing

Processing

Processing

Processing

Processing

Processing

Processing

```

S4 8054151 PD<20000119

```

? s s3 and s4

```

11 S3
8054151 S4

```

? b

**610,613,634,810,813,20,583,474,475,35,65,99,256,9,15,16,148,160,275,621,636,624,2,4
76, 635, 570, PAPERSMJ, PAPERSEU, 47**

>>> 476 does not exist
>>>1 of the specified files is not available
14mar10 14:49:50 User264751 Session D729.3
\$26.53 2.239 DialUnits File347
\$26.53 Estimated cost File347
\$7.88 1.344 DialUnits File348
\$7.88 Estimated cost File348
\$1.79 0.348 DialUnits File349
\$1.79 Estimated cost File349
OneSearch, 3 files, 3.930 DialUnits FileOS
\$1.87 INTERNET
\$38.07 Estimated cost this search
\$45.49 Estimated total session cost 6.873 DialUnits

SYSTEM:OS - DIALOG OneSearch
File 610:Business Wire 1999-2010/Mar 14
(c) 2010 Business Wire.
*File 610: contains data from 3/99 forward.
For archive data (1986-2/99) see File 810.
File 613:PR Newswire 1999-2010/Mar 14
(c) 2010 PR Newswire Association Inc
*File 613: File 613 now contains data from 5/99 forward.
Archive data (1987-4/99) is available in File 813.
File 634:San Jose Mercury Jun 1985-2010/Mar 11
(c) 2010 San Jose Mercury News
File 810:Business Wire 1986-1999/Feb 28
(c) 1999 Business Wire
*File 810: contains data from 1986-1999.
See File 610 for current data.
File 813:PR Newswire 1987-1999/Apr 30
(c) 1999 PR Newswire Association Inc
*File 813: contains data from 1987-1999.
For current data see File 613.
File 20:Dialog Global Reporter 1997-2010/Mar 14
(c) 2010 Dialog
File 583:Gale Group Globalbase(TM) 1986-2002/Dec 13
(c) 2002 Gale/Cengage
*File 583: This file is no longer updating as of 12-13-2002.
File 474:New York Times Abs 1969-2010/Mar 13
(c) 2010 The New York Times
File 475:Wall Street Journal Abs 1973-2010/Mar 13
(c) 2010 The New York Times
File 35:Dissertation Abs Online 1861-2010/Feb
(c) 2010 ProQuest Info&Learning
File 65:Inside Conferences 1993-2010/Mar 12
(c) 2010 BLDSC all rts. reserv.
File 99:Wilson Appl. Sci & Tech Abs 1983-2010/Jan
(c) 2010 The HW Wilson Co.
File 256:TecTrends 1982-2010/Mar W1
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*File 256: Please see HELP NEWS 256 for the latest information about TecTrends.

File 9:Business & Industry(R) Jul/1994-2010/Mar 13

(c) 2010 Gale/Cengage

File 15:ABI/Inform(R) 1971-2010/Mar 13

(c) 2010 ProQuest Info&Learning

File 16:Gale Group PROMT(R) 1990-2010/Mar 12

(c) 2010 Gale/Cengage

File 148:Gale Group Trade & Industry DB 1976-2010/Mar 12

(c) 2010 Gale/Cengage

*File 148: CURRENT feature not working. See HELP NEWS148.

File 160:Gale Group PROMT(R) 1972-1989

(c) 1999 The Gale Group

File 275:Gale Group Computer DB(TM) 1983-2010/Feb 03

(c) 2010 Gale/Cengage

File 621:Gale Group New Prod.Annou.(R) 1985-2010/Jan 25

(c) 2010 Gale/Cengage

File 636:Gale Group Newsletter DB(TM) 1987-2010/Feb 09

(c) 2010 Gale/Cengage

File 624:McGraw-Hill Publications 1985-2010/Mar 12

(c) 2010 McGraw-Hill Co. Inc

File 2:INSPEC 1898-2010/Mar W1

(c) 2010 The IET

*File 2: IPC codes have been added to the file. See HELP NEWS 2 for details.

File 635:Business Dateline(R) 1985-2010/Mar 13

(c) 2010 ProQuest Info&Learning

File 570:Gale Group MARS(R) 1984-2010/Feb 03

(c) 2010 Gale/Cengage

File 387:The Denver Post 1994-2010/Mar 12

(c) 2010 Denver Post

File 471:New York Times Fulltext 1980-2010/Mar 14

(c) 2010 The New York Times

File 492:Arizona Repub/Phoenix Gaz 19862002/Jan 06

(c) 2002 Phoenix Newspapers

*File 492: no longer updates.

File 494:St LouisPost-Dispatch 1988-2010/Mar 12

(c) 2010 St Louis Post-Dispatch

File 631:Boston Globe 1980-2009/Dec 30

(c) 2010 Boston Globe

*File 631: No longer updates, last PD=20091231. Please see NewsRoom for current Boston Globe records

File 633:Phil.Inquirer 1983-2010/Mar 14

(c) 2010 Philadelphia Newspapers Inc

File 638:Newsday/New York Newsday 1987-2010/Mar 14

(c) 2010 Newsday Inc.

File 640:San Francisco Chronicle 1988-2010/Mar 14

(c) 2010 Chronicle Publ. Co.

File 641:Rocky Mountain News Jun 1989-2009/Jan 16

(c) 2009 Scripps Howard News

*File 641: no longer updates.

The Rocky Mountain News is no longer published.

File 702:Miami Herald 1983-2010/Mar 14

(c) 2010 The Miami Herald Publishing Co.

File 703:USA Today 1989-2010/Mar 12

(c) 2010 USA Today

File 704:(Portland)The Oregonian 1989-2010/Mar 13

(c) 2010 The Oregonian
 File 713:Atlanta J/Const. 1989-2010/Mar 13
 (c) 2010 Atlanta Newspapers
 File 714:(Baltimore) The Sun 1990-2010/Mar 13
 (c) 2010 Baltimore Sun
 File 715:Christian Sci.Mon. 1989-2009/Dec 07
 (c) 2009 Christian Science Monitor
 *File 715: No longer updates.
 See instead NewsRoom.
 File 725:(Cleveland)Plain Dealer Aug 1991-2010/Mar 13
 (c) 2010 The Plain Dealer
 File 735:St. Petersburg Times 1989- 2010/Mar 12
 (c) 2010 St. Petersburg Times
 File 477:Irish Times 1999-2010/Mar 13
 (c) 2010 Irish Times
 File 710:Times/Sun,Times(London) Jun 1988-2010/Mar 14
 (c) 2010 Times Newspapers
 File 711:Independent(London) Sep 1988-2006/Dec 12
 (c) 2006 Newspaper Publ. PLC
 *File 711: no longer updates. See NewsRoom for
 daily coverage from many European sources.
 File 756:Daily/Sunday Telegraph 2000-2010/Mar 14
 (c) 2010 Telegraph Group
 File 757:Mirror Publications/Independent Newspapers 2000-2010/Mar 14
 (c) 2010
 File 47:Gale Group Magazine DB(TM) 1959-2010/Feb 19
 (c) 2010 Gale/Cengage

Set	Items	Description
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? s globalserve(w)computer(w)services

Processing

	524	GLOBALSERVE
	15328057	COMPUTER
	48481715	SERVICES
S1	40	GLOBALSERVE(W)COMPUTER(W)SERVICES

? s s1 and (catalog or catalogs or catalogue or catalogues)

	40	S1
	1037993	CATALOG
	346307	CATALOGS
	383449	CATALOGUE
	101630	CATALOGUES
S2	3	S1 AND (CATALOG OR CATALOGS OR CATALOGUE OR CATALOGUES)

? s s2 and (term or terms or condition or conditions or intrinsic or extrinsic or contract or contracts or contractual or contractually)

	3	S2
	13853661	TERM
	11459246	TERMS

\$0.02	Estimated cost	File634	
\$0.05	0.049	DialUnits	File810
\$0.05	Estimated cost	File810	
\$0.02	0.019	DialUnits	File813
\$0.02	Estimated cost	File813	
\$0.52	0.399	DialUnits	File20
\$0.00	1	Type(s) in Format 95	(KWIC)
\$0.00	1	Types	
\$0.52	Estimated cost	File20	
\$0.00	0.035	DialUnits	File583
\$0.00	Estimated cost	File583	
\$0.05	0.014	DialUnits	File474
\$0.05	Estimated cost	File474	
\$0.04	0.011	DialUnits	File475
\$0.04	Estimated cost	File475	
\$0.08	0.019	DialUnits	File35
\$0.08	Estimated cost	File35	
\$0.06	0.014	DialUnits	File65
\$0.06	Estimated cost	File65	
\$0.06	0.011	DialUnits	File99
\$0.06	Estimated cost	File99	
\$0.06	0.011	DialUnits	File256
\$0.06	Estimated cost	File256	
\$0.22	0.038	DialUnits	File9
\$0.22	Estimated cost	File9	
\$1.05	0.179	DialUnits	File15
\$1.05	Estimated cost	File15	
\$1.10	0.187	DialUnits	File16
\$1.10	Estimated cost	File16	
\$1.94	0.331	DialUnits	File148
\$1.94	Estimated cost	File148	
\$0.00	0.014	DialUnits	File160
\$0.00	Estimated cost	File160	
\$0.00	0.046	DialUnits	File275
\$0.00	Estimated cost	File275	
\$0.60	0.103	DialUnits	File621
\$0.60	Estimated cost	File621	
\$0.21	0.035	DialUnits	File636
\$0.21	Estimated cost	File636	
\$0.13	0.022	DialUnits	File624
\$0.13	Estimated cost	File624	
\$0.20	0.016	DialUnits	File2
\$0.20	Estimated cost	File2	
\$0.33	0.057	DialUnits	File635
\$0.33	Estimated cost	File635	
\$0.00	0.024	DialUnits	File570
\$0.00	Estimated cost	File570	
\$0.01	0.014	DialUnits	File387
\$0.01	Estimated cost	File387	
\$0.03	0.030	DialUnits	File471
\$0.03	Estimated cost	File471	
\$0.02	0.019	DialUnits	File492
\$0.02	Estimated cost	File492	
\$0.02	0.019	DialUnits	File494
\$0.02	Estimated cost	File494	
\$0.02	0.016	DialUnits	File631
\$0.02	Estimated cost	File631	

	\$0.01	0.014	DialUnits	File633
\$0.01	Estimated cost		File633	
	\$0.02	0.016	DialUnits	File638
\$0.02	Estimated cost		File638	
	\$0.01	0.014	DialUnits	File640
\$0.01	Estimated cost		File640	
	\$0.01	0.011	DialUnits	File641
\$0.01	Estimated cost		File641	
	\$0.01	0.014	DialUnits	File702
\$0.01	Estimated cost		File702	
	\$0.01	0.014	DialUnits	File703
\$0.01	Estimated cost		File703	
	\$0.01	0.011	DialUnits	File704
\$0.01	Estimated cost		File704	
	\$0.03	0.027	DialUnits	File713
\$0.03	Estimated cost		File713	
	\$0.01	0.014	DialUnits	File714
\$0.01	Estimated cost		File714	
	\$0.01	0.014	DialUnits	File715
\$0.01	Estimated cost		File715	
	\$0.02	0.022	DialUnits	File725
\$0.02	Estimated cost		File725	
	\$0.02	0.016	DialUnits	File735
\$0.02	Estimated cost		File735	
	\$0.02	0.016	DialUnits	File477
\$0.02	Estimated cost		File477	
	\$0.03	0.024	DialUnits	File710
\$0.03	Estimated cost		File710	
	\$0.02	0.019	DialUnits	File711
\$0.02	Estimated cost		File711	
	\$0.01	0.014	DialUnits	File756
\$0.01	Estimated cost		File756	
	\$0.02	0.016	DialUnits	File757
\$0.02	Estimated cost		File757	
	\$0.00	0.035	DialUnits	File47
\$0.00	Estimated cost		File47	
	OneSearch, 48 files,	2.237	DialUnits	FileOS
\$0.82	INTERNET			
\$8.12	Estimated cost this search			
\$53.61	Estimated total session cost	9.110	DialUnits	

SYSTEM:OS - DIALOG OneSearch
 File 347:JAPIO Dec 1976-2009/Nov(Updated 100228)
 (c) 2010 JPO & JAPIO
 File 348:EUROPEAN PATENTS 1978-201010
 (c) 2010 European Patent Office
 File 349:PCT FULLTEXT 1979-2010/UB=20100304|UT=20100225
 (c) 2010 WIPO/Thomson

Set	Items	Description
---	-----	-----

? s globalserve(w)computer(w)services

2	GLOBALSERVE
906260	COMPUTER

213214 SERVICES
S1 2 GLOBALSERVE(W) COMPUTER(W) SERVICES

? s s1 and (catalog or catalogs or catalogue or catalogues)

2 S1
32067 CATALOG
4545 CATALOGS
13073 CATALOGUE
3285 CATALOGUES
S2 1 S1 AND (CATALOG OR CATALOGS OR CATALOGUE OR
CATALOGUES)

? s s2 and (term or terms or condition or conditions or intrinsic or extrinsic or contract or contracts or contractual or contractually)

1 S2
744666 TERM
727950 TERMS
1079274 CONDITION
1247986 CONDITIONS
98636 INTRINSIC
11381 EXTRINSIC
68270 CONTRACT
29304 CONTRACTS
3583 CONTRACTUAL
621 CONTRACTUALLY
S3 1 S2 AND (TERM OR TERMS OR CONDITION OR CONDITIONS OR
INTRINSIC OR EXTRINSIC OR CONTRACT OR CONTRACTS OR
CONTRACTUAL OR CONTRACTUALLY)

? t s3/6,k/all

3/6K/1 (Item 1 from file: 349)
DIALOG(R)File 349: PCT FULLTEXT
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00923853

**ELECTRONIC PROCUREMENT ("E-PROCUREMENT")
ACQUISITION PAR VOIE ELECTRONIQUE**

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Filing Language: English

Fulltext word count: 32493

English Abstract:

...electronic procurement session is conducted between a host (100) and a user (106) to procure products / services on behalf of an organization (105). An established **contract** (107) for the purchase and sales of products/services between a supplier (110) and an

organization (105) is the basis for constructing a set of... information, a subset of the pre-priced items is displayed by the host (100) to the user (106) in the form of an on-line **catalog** (130). Orders for user-selected items from the displayed web-pages are forwarded to a vendor (150) for order fulfillment (154). The fulfilling vendor (150) and the host (100) have established in advance that the order will be fulfilled (154) by the vendor (150) in accordance with the **terms** of the established **contract** (107).

Detailed Description:

...procurement ("e7 procurement") session that is conducted between a host and a user needing to procure products, or services on behalf of an organization. A **contract** for the purchase and sale of products/services established between a supplier and the organization prior to the e-procurement session is the basis for... the user. Orders for user-selected items from the subset are forwarded to a vendor for order fulfillment consistent with terms of the pre-established **contract**.

[00031 In preferred embodiments of the invention, using protocols of the World Wide Web, an electronic procurement session is established between the host and the user. The user is served with web-documents i.e., Hypertext ("HTUL") documents, forming an interactive on-line **catalog** which are displayed on the user's computer using a standard web-browser.

Catalog entries, including product/service listings and pricing, are provided to the user consistent with the **terms** of a pre-established original equipment manufacturer ("OEM") **contract** or company standard.

[00041 Product/service inventory levels and availability, currency conversions, exchange rate, duties, tariffs and taxes, and shipping and handling charges, among other... and displayed to the user in a user-selectable language. Employing the Web browser, users interactively navigate links and web-documents in the on-line **catalog**, which provide related or more detailed information. Users may select items for procurement (up to a pre-authorized spending limit) employing a user-viewable electronic... and value-added-resellers ("VARs"). In accordance with an agreement with the host, the order is fulfilled by the vendor so that price and other **terms** of the pre-established **contract** or company standard are satisfied.

[00071 The user may also engage the e-procurement session to search the on-line **catalog** by product/service, product/service category, and manufacturer, as well as track orders and receive reports including amounts spent by delivery address, country, Manufacturer, and... around the world and thus provides the company with a secure, centrally and consistently managed, single point-of-contact for procuring products and services against **contracts** that often have complex pricing and discount structures. This feature is particularly advantageous when a basket of products or services is

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procured against multiple **contracts** with multiple vendors. Companies can readily track

spending levels and delivery performance across a range of products and a multitude of suppliers to audit compliance with **contract** terms and thus ensure it is getting the benefit of its bargain with its suppliers. In addition, global adherence to company-dictated standards and specifications... products/services is enhanced through e-procurement which substantially reduces procurement costs and costs associated with user training and equipment maintenance.

[00091 The on-line **catalog** aspect of e-procurement provides additional advantages.

The on-line **catalog** may be kept current though dynamic updates to accommodate changing item listings, pricing, and user requirements. Such advantage may be particularly realized in fastevolving or upgradable products such as information technology.

[00101 The e-procurement portal is positioned "above-country" by virtue of its ability to tailor **catalog** entries and information to the requirements of the local "in-country" user, in compliance with local law and customary business practices, regardless of geographic location ... the company. By ensuring local fulfillment of orders through a network of distributors, vendors, and VARs in accordance with the pre-set pricing and other **contract terms**, e-procurement effectively eliminates the fragmentation in the supply chain which drives up costs from delays in purchasing and delivery. Companies can reduce or eliminate... a diagram depicting the relationship among original equipment manufacturers, vendors, a company, and an e-procurement host.

[00131 FIG 2 is a diagram depicting key **terms** used with an on-line **catalog** in eprocurement.

[00141 FIG 3 illustrates details of an embodiment including a user computer communicating with a host's e-procurement web-site.

[00151 FIG...1, a host 100 provides e-procurement to a company 105 to enable it to quickly and efficiently procure products or services against pre-established **contracts** with one or more with original equipment manufacturers ("OEM") 1101, 1102, --- I 10, The
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host 100 collects key **terms** 125 extracted from the pre-established **contracts** such as a list of products/services that may be purchased under the **contracts** and pricing for those products/services. The key **terms** may be received from either party to the pre-established **contract**, that is, either the company 105 or the OEMs I 10.

[00231 The host 100 creates an on-line **catalog** 130 using the key **terms** depicted on line 125 and provides users 106 within the company (who may be located in different locations 1, 2, ...n throughout the world) with electronic access to it over a communications network 135.

The interactive on-line **catalog** 130 is configured to display the key **terms** 125 in a form

that is customizable according to the user.

[00241 For example, the on-line **catalog** 130 may display the unit price of a countryspecific item (such as a 220 volt AC adapter with the correct plug configuration for a notebook computer ordered and used in Europe) purchasable against the pre-established **contract** in the currency that is appropriate for ordering country, taking into account the exchange rate, applicable OEM discounts, adjustments, taxes, tariffs, and the like.

100251 The host I 00 takes orders for those products/services selected from the online **catalog** 130 by the user (using an electronic shopping basket 140) and forwards the orders for physical fulfillment to a vendor 150 as indicated by line... ..vendor 150 is typically situated in convenient geographic location to the ordering user and physically fulfills the order to the user while honoring the key **terms** of the pre-established **contract**, most notably price and delivery terms.

[00261 At this point, an introductory overview is presented which may be helpful to place this description of the... ..from ordering through to physical fulfillment of the purchased product/service, including the steps of selecting, ordering, and receipt of delivery. Such companies may often **contract** at a high corporate level with large suppliers having the broadest product/service offerings and geographical reach in order to gain price advantage through the... ..compatibility. In addition, the implementation of corporate standards can reduce costs associated with user training and equipment maintenance.

[0029] A company may enter into a **contract** with a supplier that is negotiated and executed by organization tied to corporate headquarters, for example, a corporate purchasing department. Such a **contract** may be termed a "global" or "umbrella" type supply **contract** as it is intended to benefit the entire company, including the typical branch and subsidiary operations of the company (which may literally be located all over the globe).

[00301 A global supply **contract** establishes a mutually beneficial relationship between the supplier and the company. The typical "preferred supplier" **terms** included in global supply **contracts** help the supplier manage its production and inventory levels (by virtue of the security a long **term** supply **contract** provides), but may also give the supplier an advantage in

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bidding on potential new company business (for example, through advance notice of request-forquotes by the company).

[00311 The typical "preferred customer" **terms** help the company to establish and maintain corporate advantage by having a reliable source of supply of products that may otherwise be subject to shortage... ..information technology, where product life-cycles tend to be short. Where uninterrupted supply is a strategic imperative for the company, a number of global supply **contracts** with multiple alternate suppliers are generally

utilized. Preferred customer **terms**, for example, may provide the company with price protection for a period of time, or pricing that is guaranteed to be no higher than that provided to a competitor to the company (so called "most favored customer" **terms**).

[00321 Global supply **contracts** may often be very complex. Administering and managing the procurement of products/services against the **contract** can be difficult and costly.

Companies, while creating global strategies to benefit the business as a whole, are still required to execute global supply **contracts** at the local level. For multinational companies in particular, such local execution of global **contracts** that were negotiated at corporate headquarters can be additionally burdened with language barriers, time-zone differentials, and issues pertaining to local laws and regulations and customary business rules or practices. Global supply **contracts** can also suffer inherently with problems posed "one size fits all" approach. Global **terms** and **conditions** may have unintended effects when applied to unforeseeable local **conditions**.

[00331 Dealing with global supply **contracts** is problematic not only because of the inherent difficulties with local execution of **contracts** with global impact. For example, in the case of information technology, the product's potentially supplied against the **contract** may include large universe of items, models, and accessories that can be arranged in a myriad of

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configurations in response to company specifications that may vary according to type of end user, location, connectivity requirements, and other factors.

[00341 A global supply **contract** between a company and a major OEM of information technology may cover **terms** for the purchase and supply of servers, storage systems, networking equipment such as hubs, switches and routers, cable and wiring, end-user computers including desktops... ..network connectivity and many other equipment specifications can be varied. The large number of combinations and permutations of equipment configurations that can be purchased against the **contract** can represent a significant element of complexity to the contracting and procurement process.

[00351 The complexity of the procurement process is compounded when a corporate... ..incorporates products/services from multiple suppliers or when user's needs are such that products/services are required to be purchased against multiple global supply **contracts**. For example, a corporate standard or approved computing platform may use a central processing unit from one OEM and peripheral equipment from another. Similarly, users... ..information technology solutions from a single supplier. As a consequence, procurement costs often rise as companies try to implement procurement in-country against multiple global **contracts**.

[00361 Global supply **contracts** can often incorporate very complex pricing and

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discount structures. Pricing as used here means the selling price for a product before any

discounts are applied. Discounts on pricing are typically given by the supplier to the company as total purchases against the **contract** reach set agreed upon targets. Net selling price is the **term** applied to the discounted price, exclusive of taxes.

[00371] A number of pricing methodologies may be utilized by global supply **contracts**. Pricing may vary for similar products according to such factors as country of delivery, individual order size, FOB point, local laws and regulations, and customary business rules or practices. Pricing may also vary due to differences in products themselves or specific configurations that may be required to meet the local **conditions**. For example, a power adapter for a notebook computer used in E.U. may have a higher price as it is bundled with a number... ..and feature set due to different European Union regulations covering electromagnetic radiation emissions.

[00381] The delivered price for products/services procured against a global supply **contract** is also subject to variation. Delivered price as used here means the net selling price (selling price minus supplier discounts) of a product/service after... ..handling and insurance fees), and any of the myriad of adjustments to price that may be provided by the supplier or be included within the **terms** of the global supply **contract**. Supplier adjustments typically include those resulting from the provision of substitute products and adjustments that might result from a repair, warranty claim, or product exchange. Contracted adjustments typically include those dictated by fluctuations in exchange rates, inflation, shortages of materials, force majeure events, preferred supplier/customer **terms** and the like.

[0039] The vast universe of potentially suppliable products/services and complex
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pricing methodologies covered by global supply **contracts**, in combination with varying incountry rules make it a challenge for companies to consistently procure against the **contract** in all operating locations. In-country users are traditionally burdened with the task of sorting out the appropriate products/services for their location and determining the price called for under the **terms** of the global **contract** or multiple **contracts**. And, as previously discussed, such global **contracts** have inherent problems with local execution.

[00401] Frustration with this cumbersome process can reach a point where in-country users may bypass the global supply **contract** and deal directly with a local vendor. The procurement process may indeed be smoother in these situations due to good in-country knowledge of the local vendor, but at the expense of potentially higher prices and nonconformance with corporate standards.

[00411] Difficulties in locally executing global supply **contracts** do not stop with the problems in managing **contracts** having complex pricing schema with one or more suppliers.

Physical fulfillment of the products/services procured against global supply **contracts** also presents enormous challenges to companies, again, particularly those that are multinational.

[00421 OEMs, particularly technology manufacturers, still heavily rely on legacy distribution channels including... ..VARs run the risk of being squeezed between the OEM and end-customer who, as discussed above, may prefer to buy direct from their **global contracts**.

VARs, facing ...orders and generate reports for global spending on a particular category of products/services that may cut across many countries and involve multiple **global supply contracts**. Tracking and reporting are very helpful to a company in managing costs and auditing both company and supplier compliance with **global supply contract terms**, among their other benefits.

[00461 Supply chain fragmentation directly increases the cost of procurement for companies. Not only are increased tangible costs readily identified as... ..has proven frustrating.

100481 To summarize the introductory overview, procurement and supply chain management present major challenges to companies. Procuring products/services against **global supply contract** in all countries of operation is difficult due to the large number of products/services that may be supplied and complex pricing and discount structures... ..in-country users. Finally, supply chain fragmentation may cause costly delays at the point of physical fulfillment of the ordered products/services.

(00491 The following **terms** and acronyms are used throughout the description that follows.

[00501 1. Internet.

A collection of interconnected (public and/or private) networks that are linked together by a set of standard protocols (such as TCP/IP and HTTP) to form a global, distributed network. (While this **term** is intended to refer to what is now commonly known as the Internet, it is also intended to encompass variations which may be made in... ..allowing applications to locate and acquire Web documents is HTTP (discussed below), and the Web pages are encoded using HTML (also discussed below). However, the **terms** "Web" and "World Wide Web" are intended to encompass future markup languages and transport protocols which may be used in place of (or in addition...of products, the originating entity for services, or other upstream supplier that can provide some benefit to the company 105 by entering into a **supply contract**.

[00631 Such manufacturers and originating entity generally, through manufacturing efficiencies or economies of scale, are sufficiently focused to offer economic incentives to customers to warrant the burden of **supply contract** management and administration. However, the depiction of OEMs 1 1 0 in FIG 1 is merely illustrative, and other entities such as distributors, resellers, subcontractors... ..also participate in e-procurement.

[00641 In the illustrative embodiment of FIG 1, n OEMs are depicted because companies

are often in situations where multiple **contracts** with multiple vendors are required to meet company objectives. Using the example of information technology, company 105 may choose multiple OEMs to guarantee adequate supplies... ..technology and achieve a custom solution resulting from a combination of products from multiple suppliers. Companies may use multiple suppliers to leverage advantage in commercial **terms** that may result from such competitive arrangements. However, the benefits of e-procurement may be derived from either single supplier or multiple supplier situations, as... ..to single-location companies, a multinational company is used in this illustrative embodiment to highlight the full range of features provided by e-procurement.

[00661 **Contracts** between OEMs I IO and company 105 are depicted by lines 107 in FIG 1. The **contracts** are typically established between the OEMs I IO and company 105 in advance of any e-procurement sessions conducted between the company 105 and host 100. Thus, they are referred to as "pre-established." However, both the **contract** type and degree of preestablishment may be tailored to the particular e-procurement application. The **contract** may simply be a common understanding, written or otherwise, between the parties of key **terms** for the purchase and sale of product/services at some agreed upon price. Or, the **contract** may be as complex as the global supply **contract** described in the introductory overview above. In either case (as well as for those in-between the two extremes), some degree of pre-establishment of some e-procurement applications. In those cases, company 105 may view an on-line **catalog** displaying key **contract terms**, but ordering or other communications with the host would be accomplished off-line or established using an alternative communication method.

[00681 Communication network 135 mayapplications of eprocurement, security is maintained by requiring the production of login and password credentials upon access to the e-procurement web-site.

[00701 Key **terms** of the **contracts** between OEMs I IO and company are provided by the company, as depicted on line 125 in FIG I to the host 100. Key **terms** 125 may include any number of elements, but in most e-procurement applications would at least encompass the basic elements of **contract**, namely what the seller is selling, and for what price. Thus, key **terms** 125 company 105 and the selling price associated with each listed product/service.

[00711 Key **terms** may be provided by either party to the **contracts** 107. Thus, as shown in FIG 1, key **terms** are shown being received on both line 125 (from the company) and line 127 (from the OEM I IO 1.). It is noted that key **terms** may be received from the other OEMs II 0, 2-n, but this is not indicated in FIG I for sake of clarity in presentation. Likewise, key **terms** on line 125 could be received from company 105 locations 2-n.

[00721 The key **terms** 125 from the **contracts** 107 are used by the host 100 to
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generate the on-line **catalog** 130, as described in more detail below. However, it should be noted that the on-line **catalog** 130 may include listings for products/services not covered by any **contract** or agreement with OEMs I IO, or otherwise. That is, the

company 105 may wish to provide company users with an ability to procure, track, or manage information pertaining to items not potentially supplied by OEMs 110 under pre-established **terms**. For example, OEMs 110 may offer products/services that are still useful to the company but no pre-established pricing arrangement has been set... costs are reduced through reductions in replacement parts inventories and gains in labor efficiencies that results from fewer supported models).

[00741] Thus, a global supply **contract** may cover critical elements of the corporate standard platform to ensure availability of supply and lock in price protection for the company, but other, perhaps less critical or widely available commodity-type elements are procured under variable or negotiated pricing. As used here, the **term** "approved line item" means a product/service for which the company has entered into a pricing arrangement with a supplier such as OEMs 110... which the company has not entered into a pricing arrangement with a supplier. Both approved and unapproved line items may be included in on-line **catalog** 130. Accordingly, key **terms** 125 may include information and data about both approved and unapproved line items. The inclusion of both approved line items 210 and unapproved line items 220 in on-line **catalog** 130 is shown in FIG 2.

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[00751] While the key **terms** 125 generally include item listing and pricing, some e-procurement applications may use other data to generate the on-line **catalog** 130. In these applications, additional customization of the on-line **catalog** according to the user, company, supplier, or other factors may be desirable. As shown in FIG 2, other data may be supplied by the OEM 110 or company 105 as part of the key **terms** 125. Such data may include, for example, pricing and discount methodologies, ordering and delivery locations of the company, corporate standards, tax and tariff data, user profiles, spending limits and other information that allows the host 100 to establish rules for **catalog** construction.

[00761] Thus, the key **terms** 125 include **terms** 230 that are **intrinsic** to the **contracts** 107 (such as item listing and pricing which may be extracted directly from the **contract**) and **extrinsic terms** 240 that are derived indirectly from the **contract** or are a consequence of implementation of the **contract** (for example, taxes, duties, tariffs, laws, in-country business rules). It should be noted that the vendors 150, distributors 160 and VARs 170 (FIG 1) may also be advantageously employed as sources of **extrinsic terms** due to their comprehensive in-country knowledge, as shown in FIG 2.

[00771] Referring back to FIG 1, on-line **catalog** 130 is accessed, via communication network 135, during an e-procurement session provided by host 100 to user 106 in company 105.

Orders...multiple company locations across multiple borders.

[00781] Distributor 160 and VARs 170 along with vendors 150 constitute fulfillment network 180. It is noted that the **term** "vendor" as used here is a generic term meaning any entity that is capable of fulfilling a procurement order from the company 105 while

meeting the terms called for by the pre-established **contracts** 107, including pricing. Therefore, vendors 150 may include, but are not necessarily limited to traditional VARs and distributors. These are **terms** that are more specifically defined as used in this description. VARs are entities which sell OEMsourced products/services to end-users customers such as the... ..related, as indicated by lines 162 and 172, by their common ability to physically fulfill e-procurement orders to the company 105 in accordance with **contracts** 107. In the illustrative embodiment of FIG 1, physical fulfillment between fulfillment network 180 and company 105 is indicated by lines 154 which shows an... ..also be effected by VAR 170 and distributor 160 using a variety of mapping configurations.

[00801 Host 100 and fulfillment network 180 may have a **contractual** or noncontractual relationship. **Contractual** relationships, while more common in business, are not required in all e-procurement applications. In either case, fulfillment network members (including VAR 170, distributor 160 and vendors 150) will physically fulfill procurement orders for OEM-sourced products/services placed by company 105 with host 100 consistent with **contracts** 107. Typically, this duty will be discharged by the fulfillment network 180 simply by matching the pre-established price set forth in the **contract**, but other significant commercial **terms** and **conditions** may also be required to be satisfied by the members of fulfillment network 180. The **terms** and **conditions** required to be satisfied (which may include key **terms** 125) are provided by host 100 to fulfillment network members as indicated by line 152 in FIG 1 (delivery of such **terms** and **conditions** may also be made to VAR 170 and distributor 160, but this is not shown in FIG 1 for the sake of clarity in presentation... ..and marketing efforts which further enhances the benefits of membership in the fulfillment network 180. Host 100 may also enhance, through its delivery of required **terms** and **conditions** of the **contracts** 107 between OEMs 110 and company 105, the vendor's ability to deliver cross-border (i.e., international) solutions to the company or other... ..0 and host 100 may also share aligned strategic interests through e-procurement. OEMs 110 generally desire to fully discharge their obligations under **contracts** 107 to company 105 and may view host 100 as an important ally in accomplishing this objective. By creating an electronic link between the fulfillment...User computer 310 runs a client software application, such as web-browser 312, which allows the user to access and browse the on-line **catalog** 130 (FIG 1) that is accessed, in this illustrative embodiment, over the documents, which may be coded HTML documents, served by host web-site 300... ..additional information. The user 106 (FIG 1), using the browser 312, navigates additional hypertext links and browses additional web-documents which forin the on-line **catalog** 130.

[00871 The host web-site 300 in FIG 3 comprises a processing unit 350 and data storage device 360. The data storage device 360 is divided into storage areas for web-documents 362, company data and key **terms** (collectively referred to as company data 363), **catalog** construction rules library 364, and shopping basket 140. Processing unit 350 is divided by function into web server 320, session controller 322, and order controller... ..configurations employing multiple servers may be advantageously used in some e-procurement applications. Software operates on host web-site 300 including web-server software and **catalog** construction software for implementing the rules library 364.

[00891 The web-documents 362 served by web server 320, when received by webbrowser 312, display various....to procurement transactions, as well as text or graphic images comprising the content of the web-documents. Web-documents 362 are configured to form online **catalog** 130 which offer users 106 (FIG 1) with a range of procurement options.

[00901 As depicted in FIG 4, illustratively, users 106 may interact with the webdocuments 362 comprising on-line **catalog** 130 to specify the location of the point of order (the 44 order country"), select the currency displayed for pricing information, designate a delivery address....is depicted in FIG 5. The web-document 500 is a representative one of a plurality of web-pages that constitute the typical on-line **catalog** used in e-procurement, as most users are accustomed to navigating multiple web-documents. In addition, fewer elements per page may be helpful in streamlining the e-procurement session. However, single page on-line **catalogs** may be well suited for other e-procurement applications.

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[00921 The web-document 500 includes both fixed elements that are relatively static such as...by the user, is constrained to pre-set choices.

[00991 The dynamic elements placed on the web-document 510 are generated using the **catalog** construction rules library 364 (FIG 3), as described in detail below. The dynamic elements will tend to vary by user, company, order country, and other....will differ according to order country where power requirements and language differ. Thus,

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the type and/or number of entries in the on-line **catalog** displayed to a Japanese user will be different from those displayed to a user based in the U.S.

[00100] In some e-procurement applications, rather than merely vary content in the on-line **catalog** according to the user (or vary content according to company, order country, or other data or information), a separate on-line **catalog** using distinct web-documents is provided for each of the differing users. For example, separate on-line **catalogs** may be provided in different languages. The selection of the particular language to use may be performed according to user input, or such selection may...the web-server 320 by user computer 310 when accessing the host's web-site 300.

[01011 Referring back to FIG 3, the **catalog** construction rules library in the host web-site 300 includes methods for creating or retrieving the dynamic web-document elements and serving them to the...web-document elements and incorporate them into web-documents for display on the user computer 310. Such methods may include retrieval of key **terms** such as product information (for example, descriptions, model numbers, etc.) and pricing information, calculation of currency conversions, calculation of shipping and handling costs, retrieval and....profile, or data that is received from user as in a user-selected option or input.

[01031 As the user interacts with the on-line **catalog** 130 during the progression of an 28

e-procurement session, (by browsing through the web-documents 362 and selecting options to complete the procurement transaction.... ..updated by the host web-site 300 accordingly.

[01041 FIG 6 depicts the use of fixed and dynamic elements in web-documents forming on-line **catalog** 130 (FIG 1). Exemplary fixed web-document elements are indicated by reference numeral 61 0, while exemplary dynamic elements are noted by reference numeral 620.... ..basic constituent element of the host's business offering to the company. The dynamic elements are characterized as being driven or controlled by the key **terms** 125, which, as indicated in FIG 2 and the accompanying text, are created via input by the supplier, company, and fulfillment entities.

[01051 Returning again to FIG 3, the construction of the on-line **catalog** using rules library 364 relies on a mix of data retrieved from company data storage area 363 and calculated data. Whether data is calculated or more simply retrieved depends on the specific e-procurement application, complexity of **contracts** 107 (FIG 1), and other factors. As a general rule, however, calculationsa user profile. The user continues to interact via browser 312 with the web-server 320 to browse the web-documents forming the on-line **catalog** 130 (FIG 1).

[0107] Referring back to FIG 5, web-document 500 lists a number of potentially procured items. The listed items 520, as dynamic elements, are selected for display according to the key terms 125 (FIGs 1 and 3) to be consistent with **terms** of **contracts** 107 (FIG 1). However, the listed items may be a subset of all approved line items and further, may include unapproved line items. The particular.... ..net selling prices 824 are determined and displayed as shown. In this illustrative embodiment, a discount is provided by an OEM which is reflected by **contract** 107 and key **terms** 125 (FIG 1) for volume purchases. Thus, the net selling prices 824 are lower than the item prices 524 indicated in FIGs ability to track spending levels and delivery performance across a range of products and a multitude of suppliers is useful to audit compliance with **contract terms**. Check boxes 12 1 0 and pull-down menus 1220 may be activated by the user to select a desired report to run.

[01231 Referring to.... ..depicting an illustrative e-procurement set-up and session with a company user. The process enters at block 1400. The e-procurement host receives key **terms** from a pre-established **contract** between a supplier and a company as indicated in block 1410. From the key **terms**, a **catalog** construction rules library, as depicted by block 1420, is created to provide methods used by the host prior and during an on-line e-procurement.... ..sensitive company information.

[01271 A company or user profile may be retrieved, in block 1450, to provide a specific or user/company-tailored on-line **catalog** or web-page. Such profiles may typically include general information about the user such as location, position, contact information, and the

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like. In addition ...may be authored during the session. The balance between pre-authored and on-line authored will vary according to application, number and complexity of key **terms** and other factors. At block 1470, user data and input is generated, for example, through user activated options and completed data fields contained in the... ..continues in an iterative manner until the transaction is completed.

[01321 Other embodiments are within the following claims.

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[EXECUTION COPY]

NETPROVISIONING SERVICE AGREEMENT

between

GLOBALSERVE COMPUTER SERVICES LIMITED

and

CUSTOMER

Dated @ 200

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NETPROVISIONING SERVICE AGREEMENT

This NETPROVISIONING SERVICE AGREEMENT (this "Agreement") is made as of 2000 (the "Effective Date") by and between **GlobalServe Computer Services Limited**, an England and Wales corporation having a place of business at Carmelite 50 Victoria Embankment, Blackfriars, London EC4Y 0LS ("GlobalServe"), and [Customer], a corporation... ..to Customer, and GlobalServe desires to provide such services to Customer; and WHEREAS, the parties desire to enter into this Agreement to set forth the **terms** under which such services shall be performed.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, and for other good and... ..whatsoever.

1 "Approved Line Item" shall mean a Product for which Customer has entered into a pricing arrangement with the Manufacturer of such Product.

1 "Catalog" shall mean an on-line **catalog** of specifications and pricing for Standards that is developed by GlobalServe as part of the Services and that is accessible by Customer on the Website... ..procedures, data, documents, computer information and databases, business plans, trade secrets, budget forecasts, business arrangements, information regarding specific transactions, financial information and estimates, and long-term plans and goals, and any information relating to the Services.

1 "Effective Date" shall have the meaning set forth in the preamble.

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"Expenses' shall... ..Line Item to Customer's specified delivery address.

1 "Services" shall mean the online provisioning services to be provided by GlobalServe to Customer under the **terms** of this Agreement.

1 "Software" shall mean (a) computer software, including without limitation, source code, object code, operating systems, applications programs, file and utility

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programs, whether run package of Line Items used by Customer in connection with its business.

1 "Taxes" shall have the meaning set forth in Paragraph 3

1 "**Term**" shall have the meaning set forth in Paragraph 9. I.

1 "Unapproved Line Item" shall mean a Product for which Customer has not entered into... ..the World Wide Web owned, developed and maintained by GlobalServe and accessible by Customer in connection with the Services.

SECTION 2 SERVICES

2 Provision of **Catalog** Information. As soon as practicable after the Effective Date, Customer shall provide GlobalServe with (i) a list of Manufacturers with whom Customer has entered into a pricing agreement covering Line Items, (ii) a list of all Approved Line Items Customer desires to be included in the **Catalog**, (iii) a list of all Unapproved Line Items Customer desires to be included in the **Catalog**, and (iv) a list of all Standards Customer desires to be included in the **Catalog**. Customer shall inform all Manufacturers of Approved Line Items that GlobalServe shall be performing procurement for Customer and that all such procurement shall be under... ..(ii) its relationship with any Manufacturer, and (iii) any changes in Approved and Unapproved Line Items Customer desires to be covered by this Agreement.

2 **Catalog** Development. Upon receiving from Customer a Standard or a list of Approved Line Items or Unapproved Line Items for inclusion in the **Catalog**, GlobalServe shall advise Customer as soon as practicable as to whether such Standard or Line Items shall be available by means of the Services, and... ..In the event that GlobalServe determines that a Standard or particular Line Items shall be available by means of the Services, GlobalServe shall develop a **Catalog** for Customer pursuant to such Standard and Line Items, and shall make such **Catalog** accessible to Customer on the Website. As part of each Standard, Customer shall provide to GlobalServe, and GlobalServe shall include in the **Catalog** a list of all Line Items in such Standard, and a list of all Locations at which such Standard is to be available. GlobalServe shall provide

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Customer with a checklist and workbook to facilitate the collection of information for the **Catalog**. In the event that a Line Item is not available at a Location, upon the request of

Customer, GlobalServe shall use commercially reasonable efforts to make such Line Item available at such Location.

2 Catalog Maintenance. GlobalServe shall, on a regular basis, contact Manufacturers of Approved Line Items and Unapproved Line Items in order to maintain and update the price and availability information in the **Catalog**. Upon receiving from Customer changes in the Standards or changes in its relationship with any Manufacturers, GlobalServe shall, as promptly as practicable, revise the **Catalog** to reflect such changes. GlobalServe shall have no liability to Customer as a result of information in the **Catalog** if such information accurately reflects information received by GlobalServe from a Manufacturer, or as a result of the timeliness with which changes are made by... ..that a Line Item is discontinued by a Manufacturer, GlobalServe shall notify Customer thereof, and the parties shall discuss in good faith including in the **Catalog** a replacement of such discontinued Line Item.

2 Customer Responsibilities. During the **Term**, Customer shall, upon the reasonable request of GlobalServe, provide GlobalServe with an estimate of the total number of Orders Customer expects to execute in the... ..Location: (i) an announcement regarding Customer's relationship with GlobalServe under this Agreement; and (ii) instructions and training for access to and use of the **Catalog** and Website. All instructions and training shall include information regarding the Service Levels for each Location and limitations on credit for such Location.

2 Credit... ...and that GlobalServe shall be entitled to payment from Customer for any portion of the Services performed by GlobalServe, regardless of any such rejection.

2 Catalog Website. Subject to the **terms** and **conditions** of this Agreement and to the payment of the Service Fees, GlobalServe hereby grants Customer the right to access and use the Services by means of a web browser at the Website, solely for Customer's internal purposes. The Website shall permit Customer to (i) review the **Catalog**; (ii) place Orders conforming with the **Catalog** and meeting criteria established by GlobalServe; (iii) track the status of Orders; and (iv) review Reports. GlobalServe shall provide Customer with written instructions for accessing...v) provide Customer with a confirmed delivery date when available; and (vi) confirm delivery with Customer and provide Customer with an invoice.

SECTION 3 PAYMENT **TERMS**

3 Service Fees. Customer shall pay GlobalServe for the Services pursuant to the schedule of fees set forth in Exhibit B (the "Service Fees"). With... ..invoice. In no event shall Customer be obligated to pay any amount due on any invoice that it is not obligated to pay under the **terms** of this Agreement. GlobalServe shall have the right to reasonably increase or decrease the amount of any Service Fees due and payable for Services in... ..all amounts due on each such invoice within thirty (30) days of the receipt of such invoice. GlobalServe shall have the right to establish "Standard **Terms and Conditions**" for each Network Member setting forth the **terms** and

conditions associated with fulfillment of Orders by such Network Member. GlobalServe shall use commercially reasonable efforts to communicate such **terms** and **conditions** to Customer. Customer hereby agrees to be bound by such **terms** and **conditions** in connection with any Order fulfilled by such Network Member.

3 Late Charges. Customer shall pay interest at one and one-half percent (1.5...information is integrated with that of other GlobalServe clients and it not identifiable in any way with Customer.

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SECTION 7

NON-SOLICITATION

During the **term** of this Agreement and for a period of one (1) year thereafter (the "Restricted Period"), neither party shall (i) offer or aid others to offer...execution and delivery by the other

party, constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its **terms**.

(c) Such party's execution, delivery and performance of this Agreement do not (i) violate, conflict with or result in the breach of any provision... ..require any consent under, or

give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any note, bond, mortgage or indenture, **contract**, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party.

8.2 Disclaimer. ALL LINE ITEMS PROVIDED HEREUNDER... ..FOR INDIRECT, INCIDENTAL5 CONSEQUENTIAL@ MULTIPLE@ PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8 Indemnification. Subject to the **terms** and **conditions** set forth in this Agreement, each party will indemnify@ and hold harmless the other party and its directors, officers, employees, agents, Affiliates and assigns against... ..HEREIN, EXCEPT WITH RESPECT TO INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL THE LIABILITY OF GLOBALSERVE FOR DAMAGES HEREUNDER, WHETHER IN **CONTRACT**, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL SERVICE FEES PAID TO GLOBALSERVE IN THE THREE (3) MONTH PERIOD PRECEDING THE ACCRUAL OF SUCH DAMAGES... ..respect of this Agreement that arose more than two (2) years prior to the filing of the suit alleging such cause of action.

SECTION 9

TERM AND TERMINATION

9 **Term.** This Agreement shall become effective as of the Effective Date and shall remain in force until terminated in accordance with the **terms** of this Section 9 (the " **Term** @5).

9 At-Will Termination. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party...by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses.

(a) if to GlobalServe.

GlobalServe Computer Services Limited

Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y OLS
England
Phone: 01 784 410017
Fax: 01 784 410335
with a copy to.

Secretary

GlobalServe Computer Services Limited

70 West Red Oak Lane
Fourth Floor
White Plains, New York 10604-3602
U.S.A.

Phone: (914) 697-7522

Fax: (914) 697-7525... ..Agreement are

for convenience of reference only and shall not affect in any way the meaning or interpretation of the Agreement.

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Severability. If any **term** or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other **terms** and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated... ..either party permitted hereunder shall relieve the applicable party of its thenexisting obligations under this Agreement. Any assignment by either party in accordance with the **terms** of this Agreement shall be pursuant to a written assignment agreement in which the assignee expressly assumes the assigning party's rights and obligations hereunder... ..WITNESS WFMREOF, Customer and GlobalServe have caused this Agreement to be executed as of the date first written above by their respective duly

authorized officers.

GlobalServe Computer Services Ltd. ...450 \$400

For customers processing less than
200 transactions per year, a \$15000
monthly management fee will be
applied

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(1) BP INTERNATIONAL LIMITED

(2) **GLOBALSERVE COMPUTER SERVICES LIMITED**
GLOBAL PRODUCT AND SERVICE SUPPLY AGREEMENT

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CONTENTS

1. Definitions

2. Duration

3. Sale of Products and Supply of Services

4. Orders

5. Specifications... ...DATED: May 1, 2000

PARTIES.

(1) BP INTERNATIONAL LIMITED whose registered office is at Britannic House I
Finsbury Circus, London EC2M 7BA ("BP"); and

(2) **GLOBALSERVE COMPUTER SERVICES LIMITED** whose registered office is
at

Carmelite, 50 Victoria Embankment, Blackfriars, London EC4Y OLS

("GlobalServe")

VdMREAS

GlobalServe has agreed to procure the supply by Fulfillment... ..provision of IT services;
and (d) any third party which provides outsourcing services to any of the foregoing to the
extent of such outsourcing.

"BP Catalogue" means the **catalogue** (in any medium) of certain products available for
supply in pursuance of this Agreement as revised from time to time by agreement
between BP

and... ..procedures, data, documents, computer information and databases, business
plans, trade secrets, budget forecasts, business arrangements, information regarding
specific transactions, financial information and estimates, and long-term plans and goals.

"Confidential Information" of BP shall include the BP Amoco Catalogue.

"day" means any period of 24 hours commencing at 00.01 in a relevant time zone;

"Designated Delivery Point" means the place of delivery... workstations, loan PCs, thin
clients and PDAs together with associated peripherals including monitors,
communications devices, storage devices, virtual teamworking equipment as listed in the
BP Catalogue and such other equipment
mutually agreed by BP and GlobalServe;

"Purchaser" means BP or any BP Amoco Affiliate or any employees thereof;

"Quarter" means the... ..Agents (i) sell and deliver Products, and/or (H) supply Services, to Purchasers in pursuance of Orders, free from encumbrances and upon the terms and **conditions** of this Agreement.

3.2 GlobalServe will procure.

3.1 that all Products supplied by Fulfillment Service Agents conform with the relevant Specifications;

3.2... ..systems will include the Operating Software licence standard form specified in the Order (or if not specified with Order, specified as standard in the BP **catalogue**), a certificate of which will be

delivered with each of the relevant Products;

3.5 that Image Load and configuration will be provided to Purchasers... ..be carried out by the OEM;

3.7 that all sales of Products and supply of Services pursuant to Orders shall be subject to the **terms and conditions** of this Agreement where applicable, and any term or **condition** specified in an Order or its acknowledgement or elsewhere which is inconsistent therewith shall have no effect unless expressly agreed in writing between the relevant Purchaser and the Fulfillment Service Agent or BP and GlobalServe; and

3.8 that all Fulfillment Service Agents shall agree to be bound by the **terms and conditions** of this Agreement in connection with the performance of any **contract** arising hereunder as a result of an Order issued pursuant to this Agreement, Provided That, if any Fulfillment Service Agreement shall -be in breach of any such **contract** GlobalServe shall be liable to the relevant Purchaser for all costs, claims, expenses and liabilities arising out of any such breach, it being intended that GlobalServe shall, for the benefit of Purchasers, ultimately be responsible for the performance of such **contracts**, Provided Further, That BP and/or the relevant Purchaser, with the co operation of GlobalServe, shall have in good faith attempted to recover payment and... ..Purchaser shall not be bound to institute legal proceedings for such recovery.

3.4 If any Fulfillment Service Agent shall be in breach of any **contract** arising hereunder as a result of an Order issued pursuant to this Agreement, GlobalServe shall use its best efforts to ensure performance thereof by such... ..62

Upon acceptance thereof by such Fulfillment Service Agent, communicated to GlobalServe, GlobalServe shall communicate such acceptance to the relevant Purchaser, at which time the **contract** for the delivery of the relevant Products shall be formed between the relevant Purchaser and the relevant Fulfillment Service Agent.

GlobalServe warrants to BP for the benefit of Purchasers that it has the authority so to act.

4.2 Upon receipt of an Order complying with the **terms** of this Agreement, GlobalServe shall be obliged to accept such Order and to fill such Order, through a Fulfillment Service

Agent, in accordance with the **terms and conditions** of this Agreement.

4.3 The parties will comply with and procure that respectively Fulfillment Service Agents and Purchasers comply with the provisions of Schedule... ..and other official or other documents, and carry out where applicable all customs formalities necessary for the delivery of Products under this Agreement;

6 2 **contract** for the carriage of Products to the Designated Delivery Point; 6 3 deliver the Products to the relevant Purchaser at the Designated Delivery

Point on... ..Subject to Clause 6.3 below, if for any reason the Purchaser is not able to accept delivery of the Products on or after the **contractual** delivery date, GlobalServe or the Fulfillment Service Agreer. I the cost and expense of Purchaser,

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including storage and insurance costs, store the Products and... ..them until delivery.

6.3 A Purchaser may not postpone delivery of any Products except by notice given at least five (5) days before the **contractual** delivery date thereof to a date not later than 30 days after the **contractual** date of delivery thereof, Provided That, the relevant Fulfillment Service Agent shall in any such case deliver the Products into storage under Clause 6.2... ..of the Designated Delivery Point the relevant Fulfillment Service Agent shall have the right to invoice the relevant Purchaser for such Order as of the **contractual** delivery date for such Order, and Purchaser shall pay such invoice in accordance with this Agreement.

All other **terms and conditions** of the Order shall continue to apply. Title to Products in storage shall pass to the Purchaser when the relevant Fulfillment Service Agent has received...warrants, that where applicable, the provisions of this Agreement including the said Schedules shall be complied with by Fulfillment Service Agents in the performance of **contracts** arising in pursuance of Orders. BP shall procure that where applicable the provisions of any Order issued by a Purchaser shall be subject to the **conditions** of this Agreement, including the said Schedules.

8.2 The parties acknowledge that all third party software, including MS-DOS, Microsoft Windows, Win95, Win98 and... ..1 BP [shall] [may] provide to GlobalServe a rolling 60 and 30 day forecast of Orders for the Products which are specified in the BP **Catalogue** as provided in Schedule 1.

Such forecasts shall be good-faith estimates of the total purchases of Products to be made by Purchasers, do not... ..accordance with any forecast

[Note: language subject to further discussion

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. PRICES AND PAYMENT

12.1 The provisions of Schedule 2 shall apply to all **contracts** arising in pursuance of Orders issued by Purchasers hereunder. All payments shall be made by Purchasers direct to Fulfillment Service Agents in pursuance of invoices issued in accordance herewith.

13. PRODUCT WARRANTIES

13.1 The provisions of Schedule I shall apply to all **contracts** arising in pursuance of Orders issued by Purchasers hereunder with respect to the provision of the benefit of Manufacturers' warranties in relation to Products supplied... ..in connection with the purchase of Products and/or Services in pursuance of this Agreement.

14.3 All rights in the content of the BP **Catalogue** shall be and remain in the ownership of BP and GlobalServe shall not and shall ensure that Fulfillment Service Agents shall not use the same...parties.

15. CONFIDENTIALITY

15.1 The following shall apply as between BP and GlobalServe and between any Purchaser and any Fulfillment Service Agent under a **contract** arising out of Orders issued hereunder.

15.2 Each party shall maintain in confidence all Confidential Information of the other party, and shall not disclose... ..nor any of the Fulfillment Service Agents or Purchasers shall be liable for any delay in performing its obligations under this Agreement and/or any **contract** arising in pursuance of Orders as the case may be if such delay is caused by circumstances beyond its reasonable control (including without limitation any... ..omission of the other party (in which event the rights, liabilities and liabilities of the parties shall be those conferred and imposed by the other **terms** of this Agreement and by law).

16.1 any costs arising from such delay shall be borne by the party incurring the same;

16.2 either party may, (in the case of any delay in performance of a **contract** arising in pursuance of an Order) if such delay continues for more than 30 days terminate the **contract** forthwith on giving notice in writing to the other in which event neither party thereto shall be liable to the other by reason of such...wind-up its affairs;

17.3 In the event of termination of this Agreement under any of the foregoing provisions of this Clause 17 the **terms** and **conditions** of this Agreement will continue to apply to Orders issued by Purchasers prior to the termination of this Agreement.

17.4 The provisions of Clauses 17.1 and 17.2 above shall apply to **contracts** between Fulfillment Service Agents and Purchasers arising pursuant to Orders placed by Purchasers and the parties thereto shall be entitled to terminate any such **contract** in accordance with those terms whether or not this Agreement is terminated.

18. LIABILITY

18.1 Fulfillment Service Agents shall, and GlobalServe shall procure that... ..effectively indemnified on demand against death or personal injury or any loss or damage to any tangible property arising out of or in connection with **contracts** in pursuance of Orders hereunder, Provided That, the maximum liability in respect of each incident or series of connected incidents, or for indemnification under Section... ..million.

18.2 NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, NEITHER BP NOR GLOBALSERVE SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR **CONTRACTS** OR OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS WHETHER ARISING FROM NEGLIGENCE, BREACH OF **CONTRACT** OR HOWSOEVER AND SIMILARLY NEITHER THE RELEVANT FULFILLMENT SERVICE AGENT NOR THE RELEVANT PURCHASER UNDER ANY **CONTRACT** ARISING IN PURSUANCE OF AN ORDER SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR **CONTRACTS** OR OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS WHETHER ARISING FROM NEGLIGENCE, BREACH OF **CONTRACT** OR HOWSOEVER.

18.3 Save as set out in the foregoing provisions of this Clause 18 and elsewhere in this Agreement including the Schedules the liability of a Fulfillment Service Agent under any **contract** arising in pursuance of an Order shall not exceed the amount of consideration of such **contract**.

19. INSURANCE

19.1 GlobalServe shall during the **term** of this Agreement, maintain an insurance policy covering liability for physical damage to or loss of tangible property arising in respect of each incident or series of connected incidents to a minimum limit of US\$ 10 million.

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.2 GlobalServe shall procure that each Fulfillment Service Agent shall during the **term** of this Agreement, maintain an insurance policy covering statutory worker's compensation and employers' liability, and comprehensive or general liability, including **contractual** and products/completed operations coverage.

20. AUDIT

20.1 Purchasers may, upon request, at a mutually agreed time and place and at Purchaser's expense...such waste materials and rubbish in a manner satisfactory to Purchasers and restore the job site and the area adjoining the job site to a **condition** satisfactory to Purchasers. In the event any waste materials or rubbish involves hazardous substances and/or hazardous waste within the meaning of any applicable law.... other things of value is strictly in violation of BP's corporate policy and may result in the termination of this Agreement and/or any **contract** arising from any Order placed by a Purchaser. GlobalServe shall notify BP's security department of any such solicitation by any of Purchasers' employees, agents....electronic mail, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses.

(a) if to GlobalServe.

GlobalServe Computer Services Limited

Carmelite,
50 Victoria Embankment
Blackfriars
London EC4Y OLS
England
Telephone: 01 784 410017
Fax: 01 784 410335
with a copy to.

Secretary
GlobalServe Computer Services Limited
70 West Red Oak Lane
Fourth Floor
White Plains, New York 10604-3602
U.S.A.

Telephone: (914) 697-7522

Fax: (914) 697-7525... ..women business enterprises (WBEs) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its **contract**.

30 2 The goal for utilisation of MBEs under this **contract** is set at 20%.

30 3 The goal for utilisation of WBEs under this **contract** is set at 20%.

30.2 Headings

The headings used in this Agreement are for reference purposes only and should not be used to modify the meaning of the **terms** and **conditions** of this Agreement.

30.3 Severability

If any clause, phrase or provision of this Agreement is determined invalid, illegal or unenforceable, the validity, legality or... ..of which together shall constitute one and the same instrument.

30.5 Waiver

The waiver of any breach or failure to enforce any of the **terms** or **conditions** of this Agreement or course of conduct at any time shall not limit or waive either party's rights thereafter to enforce or compel strict compliance with every item and **condition** of this Agreement.

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.6 Entire Agreement

This Agreement supersedes all prior agreements, arrangements and understandings between the parties and together with the Schedules hereto... ..shall be the CEO or his nominee.

30.7 Publicity

Each party agrees to keep the existence and nature of this Agreement and the provisions, **terms and conditions** thereof confidential and not to use the same or the name of the other party in any publicity, advertisement or other disclosure with regard to... ..of the other party.

30.8 Non-Solicitation

30.1 Neither BP nor GlobalServe, shall in respect of this Agreement nor in the context of **contracts** created as a result of Orders issued pursuant to this Agreement shall Fulfillment Service Agents or Purchasers, during the **term** of this Agreement or within six months of its termination or expiry employ and/or solicit directly or indirectly any employees of the other parties.... ..by the relevant party.

30.9 Interpretation

Throughout this Agreement words importing the singular shall include the plural.. Law 31.1 This Agreement and all **contracts** arising in pursuance of Orders placed hereunder shall be governed, construed and take effect in all respects in accordance with the laws of England, without.... ..registered in England, whose registered office is at Axis House, 242 Bath Road, Hayes, Middlesex, England UB3 5AY (hereinafter "WORLDSPAN") on the one part, and

GLOBALSERVE Computer Services Limited, a Company registered in England, with a place of business at Centurion House, London Road, Staines, Middlesex TW 1 8 4AX (hereinafter "GLOBALSERVE") on...client lists related to a party or its programs or procedures. Confidential Information shall also include, without limitation, computer databases, forms and forin letters, form **contracts**, trade secrets, business plans, budget forecasts, software, **contracts**, and business arrangements, information regarding specific transactions, financial information and estimates, and long-**term** plans and goals.

1 "Customer" shall mean any WORLDSPAN office, WORLDSPAN distributor, "Effective Date" means the date defined in Section 2. 1.

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"Out of... ..s) means the services described on Attachment I hereto.

1 "Service Level Targets" means the service level targets set forth on Attachment 2 hereto.

1 "**Term**" has the meaning set forth in Section 2. 1.

ARTICLE 11 - EFFECTIVE DATE & **TERM**

2 The **term** of this Agreement will be thirty six (36) months (the "**Term**"), effective date from 1st of January 2000 (the "Effective Date"), unless renewed pursuant to this Section 2.1 or unless earlier terminated pursuant to... ..entitled to terminate this Agreement.

i) If the other party shall refuse, neglect or fail to perform, observe or keep any of the

material covenants, **terms** or **conditions** contained herein, and such refusal, neglect or failure shall continue for a period of thirty (30) days after written notice thereof, the nondefaulting party shall...10.1 IS THE ONLY WARRANTY GIVEN BY GLOBALSERVE WITH RESPECT TO ANY MATERIALS OR SERVICES FURNISHED UNDER THIS AGREEMENT. GLOBALSERVE MAKES NO OTHER WARRANTIES, **CONDITIONS**, OR REPRESENTATIONS, EXPRESS, IMPLIED OR ARISING BY TRADE USAGE, AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR... shall assume the responsibility that such sub-contractors satisfy GLOBALSERVE's obligations under this Agreement.

ARTICLE X - INDENINIFICATION

IO. 1. GLOBALSERVE Indemnity

Subject to the **terms** of Article 8, GLOBALSERVE shall indemnify, defend and hold harmless WORLDSPAN, its directors, affiliates, partners, officers, employees and agents, from and against all liabilities, damages... ..out of or in connection with any breach of GLOBALSERVE's covenants, warranties and obligations set forth in this Agreement.

10 WORLDSPANIndemni

Subject to the **terms** of Article 10, WORLDSPAN shall indemnify, defend and hold harmless GLOBALSERVE, its directors, affiliates, partners, officers, employees and agents, from and against all liabilities, damages... ..by facsimile, and shall be deemed to have been adequately given when delivered.

If to WORLDSPAN.

Commercial Department with copy to: Secretary If to GLOBALSERVE.

GLOBALSERVE Computer Services Limited

Centurion House,
London Road,
Staines,
Middlesex. TW 1 8 4AX
87
England.

Phone:01784 410017

Fax:01784 410335

with copy to: Secretary

GLOBALSERVE Computer Services Limited

70 West Red Oak Lane

Fourth Floor

...Mr. Neil Beck
Title: Chief Executive Officer Title: VP International
Date: Date.

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Index to Attachments

1. Description of services
2. Service Levels
3. Financial **Terms**
4. Remoteservicedesk.com Database Accuracy
5. Out of Scope Services
6. Territories & Principal Business Hours
7. Service Definition Document - Separate document

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Attachment 1

SERVICE...GLOBALSERVE fails to meet the Repair Time target Service Level(s) for a second month over the four-month rolling period then

Attachment 3

FINANCIAL TERMS

Fee Schedule

The following fee schedule applies to this Agreement.

Invoice/ Fee

Payment

December 1999 E2003000.00

January 2000 E2455000.00

February 2000

March...incumbent contractors will be deemed 'GLOBALSERVE service fulfillment agents'.

Extension of the Service into new Territories

It may be possible over the course of the **contract** that service coverage may need to be extended into new countries not covered by the current agreement. In such circumstances GLOBALSERVE will be given a...

Claims:

1 A method of providing electronic procurement to a purchasing entity comprising: accessing a database containing variable elements of an on-line **catalog**, the elements including items supplyable by a vendor; constructing an electronic **catalog** having one or more pages by selecting elements to be included in the pages, and providing commercial **terms** applicable to the included elements, where the selecting and providing steps are performed consistent with **contract terms** between the purchasing entity and the vendor; providing electronic access to the **catalog** to users authorized by the purchasing entity; and providing a selected page of the **catalog** to the user in response to user input.

2 An host architecture for an electronic procurement site comprising:
an access interface to access and read from a database containing variable elements of an on-line **catalog**, the elements including items supplyable by a vendor; a plurality of web documents stored on electronic media forming pages of an electronic **catalog**, the web documents generated from elements selected in accordance with **contract terms** between a purchasing entity and the vendor, and at least one web document containing commercial **terms** applicable to the selected elements; a web server for providing electronic access to the **catalog** to users authorized by the purchasing entity.103. A method of providing electronic procurement to a purchasing entity comprising: accessing a database containing dynamic elements of an on-line **catalog**, the elements including items supplyable by a vendor; constructing an electronic **catalog** having one or more pages by selecting elements to be included in the pages, and generating commercial **terms** applicable to the included elements; where the selecting and generating steps are performed in accordance with **contract terms** between the purchasing entity and the vendor; providing electronic access to the **catalog** to users authorized by the purchasing entity; accepting browsing commands from the user to display **catalog** pages selected by the user; providing an electronic shopping basket function configured to hold the identification of items chosen by the user from the displayed **catalog** pages; sending contents of the electronic shopping basket to a vendor for fulfillment of the identified items to the purchasing entity in accordance with the **contract terms**; and collecting a fee from the purchasing entity that is based on the value of the contents of the electronic shopping basket.

4 A method... ..accessing the site to thereby engage in an e-procurement session with the host; generating a plurality of web pages to form a user-specific **catalog** which includes a set of deliverables that may be supplied by a supplier to a purchasing entity, wherein items contained in104the set of deliverables and commercial **terms** for the supply of the deliverables are determined between the supplier and the purchasing entity in advance of the e-procurement session; and connecting the user through the web-based interface to **catalog** pages selected in response to the authorization level.

5 A method of fulfilling electronic orders, the method comprising:
providing a user electronic access to a **catalog** of deliverables that may be ordered by the user where the **catalog** is constructed according to **terms** of a **contract** for purchase and sale of deliverables between a purchasing entity and a supplier; accepting browsing commands from the user to display **catalog** pages selected by the user; providing an electronic shopping basket function configured to hold the identification of items chosen by the user from the displayed **catalog** pages; and sending contents of the electronic shopping basket to a vendor for fulfillment of the identified items to the purchasing entity in accordance with the **contract terms**.

6 A method of hosting an electronic procurement site ("e-procurement") by a host comprising: providing a web-based interface for a user to access... ..providing automated procurement from a host to a user within an organization comprising: constructing a set of items purchasable by the organization in accordance with **terms** of a pre-established **contract** between an original equipment manufacturer and the organization;106providing a web-based interface between the host for user access to displayable web pages; determining subset consistent with the **contract**; and

forwarding an order for user-selected ones of the items in the subset to a value added reseller where the value added reseller and host and agree in advance of the forwarding that the order will be fulfilled in accordance with the **terms** of the **contract**.

9 A system for enabling automated procurement between a host and a user within an organization comprising: a database containing a set of items purchasable by the organization in accordance with pre-established **terms** of a **contract** between an original equipment manufacturer and the organization and further containing decision rules derived from the **contract terms**; a web-based interface for electronic communication between the host and the user; a decision-engine coupled to the database for determining a subset... ..reseller where the value added reseller and host and agree in advance of the forwarding that the order will be fulfilled in accordance with the **terms** of the pre-established **contract**.107. A method of providing web-based procurement from a host to a user within an organization comprising: constructing a set of items purchasable by the organization in accordance with preestablished **terms** of a **contract** between an original equipment manufacturer and the organization; providing a web-based interface between the host and the user; in response to user instructions received through the interface, determining a subset of items for display on web-pages and associated pricing for each item in the subset consistent with the **contract**; sending the subset of items and associated pricing for display on web-pages, the currency for the displayed associated pricing being selectable by the user... ..reseller where the value added reseller and host and agree in advance of the forwarding that the order will be fulfilled in accordance with the **terms** of the **contract**.11. A method of fulfilling electronic ordering comprising: constructing a **catalog** of a set of deliverables, members included within the set and prices associated with each member are established between a purchasing entity and a supplier prior to the electronic ordering; making the constructed **catalog** available on-line to users authorized by the purchasing entity; receiving orders for the deliverables from the authorized users; and108generating, from the received... ..to a vendor to initiate fulfillment of the ordered deliverables to a location designated by the user or purchasing entity in accordance with the established **terms**.109

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Dialog eLink: [Order File History](#)

3/3/1 (Item 1 from file: 349)

DIALOG(R)File 349: PCT FULLTEXT

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ELECTRONIC PROCUREMENT ("E-PROCUREMENT") ACQUISITION PAR VOIE ELECTRONIQUE

Patent Applicant/Patent Assignee:

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NJ 07090; US

	Country	Number	Kind	Date
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AE, AG, AL, AM, AT, AU, AZ, BA, BB, BG,
BR, BY, BZ, CA, CH, CN, CO, CR, CU, CZ,
DE, DK, DM, DZ, EC, EE, ES, FI, GB, GD,
GE, GH, GM, HR, HU, ID, IL, IN, IS, JP,
KE, KG, KP, KR, KZ, LC, LK, LR, LS, LT,
LU, LV, MA, MD, MG, MK, MN, MW, MX, MZ,
NO, NZ, PL, PT, RO, RU, SD, SE, SG, SI,
SK, SL, TJ, TM, TR, TT, TZ, UA, UG, UZ,
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Set	Items	Description
S1	2	GLOBALSERVE(W)COMPUTER(W)SERVICES
S2	1	S1 AND (CATALOG OR CATALOGS OR CATALOGUE OR CATALOGUES)
S3	1	S2 AND (TERM OR TERMS OR CONDITION OR CONDITIONS OR
INTRIN-		SIC OR EXTRINSIC OR CONTRACT OR CONTRACTS OR CONTRACTUAL
OR C-		ONTRACTUALLY)
S4	8054151	PD<20000119

? s s3 and s4

	1	S3
8054151	S4	
S5	0	S3 AND S4

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